

**1091-0518-2015**  
**Approval of 44th District Court Agreement**  
**With the City of Berkley**

May 12, 2015

The Honorable Mayor Ellison and  
Members of the City Commission:

State law technically merged the 44<sup>th</sup> District Court (Royal Oak) and the 45-A District Court (Berkley) as of January 1, 2015. However, the two courts continued to operate as separate units while we completed plans for a true merger. Those plans are complete and the two courts will be completely merged into a single unit as of June 1.

The attached agreement closely follows MCL 600.8101, popularly known as the *Revised Judicature Act of 1961* (Attachment 1).

Royal Oak will continue to serve as the “funding unit” or “district control unit” for the 44<sup>th</sup> District Court. The Royal Oak City Commission will still approve the court’s budget. Royal Oak will still provide and maintain exclusive ownership of the court building. Royal Oak will still pay the court employees and pay for the costs of operating the court. Our role will not change.

Berkley’s role does change. Berkley is no longer a “funding unit” or “district control unit” for any court. While all of their cases will be adjudicated in the Royal Oak facility of the 44<sup>th</sup> District Court, Berkley will have no role in governance of the court and no responsibility for directly funding the court.

Berkley will pay its share of the court through the distribution of fines and costs. Royal Oak will continue to receive all of the fines and costs associated with Royal Oak cases. Fines and costs from Berkley cases will be split with Royal Oak receiving two thirds and Berkley receiving one third. This distribution follows state law exactly for cases where fines and costs are assessed in a political subdivision other than the political subdivision whose law was violated (MCL 600.8379(1)).

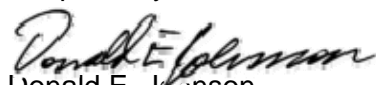
I believe this merger will benefit both cities. Berkley will be able to convert its building fund to other purposes. It no longer has any responsibility for funding the court and instead has only a revenue stream. Royal Oak will see additional revenue which will more than offset our additional costs. We also increase the caseload, which will make better use of the facility and help ensure that the 44<sup>th</sup> will remain a two judge court.

The following resolutions are recommended for adoption:

**Be It Resolved**, the agreement with the City of Berkley for the operation of the 44<sup>th</sup> District Court is approved; and

**Be It Further Resolved**, the Mayor and City Clerk are authorized to execute the agreement.

Respectfully submitted,



Donald E. Johnson  
City Manager

## **Forty-Fourth District Court Agreement**

This agreement is adopted, signed and acknowledged by the municipalities regarding the 44<sup>th</sup> District Court, ownership, funding, and other issues between the municipalities of the City of Berkley and the City of Royal Oak.

### **Article I Members**

#### **Membership**

The state is divided into judicial districts of the district court each of which is an administrative unit subject to the superintending control of the supreme court. The 44<sup>th</sup> district consists of the cities of Royal Oak and Berkley.

*Citation: Revised Judicature Act of 1961, Act 236 of 1961, MCL 600.8101 [District court; establishment; court of record; judicial districts; city located in more than one district], MCL 600.8123(2) [Forty-third district to fifty-second district].*

#### **Withdrawal from Membership**

Neither Royal Oak nor Berkley may withdraw from this agreement or terminate obligations without approval of the other city, an act of the legislature or the supreme court.

### **Article II Operation of Court**

#### **Fiscal Year**

The 44<sup>th</sup> District Court fiscal year shall operate in accordance with the City of Royal Oak's fiscal year unless changed by order of the supreme court or by state law.

#### **Appropriation**

The governing body of the City of Royal Oak shall annually appropriate, by line-item or lump-sum budget, funds for the operation of the district court. The chief judge of the 44<sup>th</sup> district court shall submit to the governing body of the City of Royal Oak a budget request in line-item form with appropriate detail. *MCL 600.827(1) [Operation of district court...]*

#### **Costs of Operation of the 44<sup>th</sup> District Court**

Effective June 1, 2015, irrespective of which municipal law enforcement agency issued a ticket or complaint violation and where that violation is issued, all revenues shall be paid to the City of Royal Oak and City of Berkley as provided by state law. The funding of the 44<sup>th</sup> District Court operation including all personnel costs, probation department costs, associated retiree costs, maintenance, contractual services, utilities, other expenses, capital improvements, all equipment, all types of current and future debt obligations, building construction/demolition and rehabilitation, special assessment,

liability costs and if applicable bankruptcy and deficit elimination costs of the 44<sup>th</sup> District Court, shall be borne exclusively by and paid by the City of Royal Oak. The City of Berkley shall not be responsible for any personnel or other costs of the 44<sup>th</sup> District Court.

### **Distribution of Fines and Costs**

Fines and costs assessed in the district court shall be paid to the clerk of court, 44<sup>th</sup> District Court. Revenues collected shall be transmitted to the City of Royal Oak, City of Berkley and other government entities as required by law. All fines and costs, other than those imposed for the violation of a penal law of this state or ordered in a civil infraction action for the violation of a law of this state, shall be paid to the political subdivision whose law was violated, except that where fines and costs are assessed in a political subdivision other than the political subdivision whose law was violated, 2/3 shall be paid to the political subdivision where the guilty plea or civil infraction admission was entered or where the trial or civil infraction action hearing took place and the balance shall be paid to the political subdivision whose law was violated. *MCL 600.8379(1) [Fines and costs assessed in district court; payment; disposition; definitions].*

A civil fine imposed upon a person for violation of a provision of a code or an ordinance of a political subdivision of this state regulating the operation of a commercial vehicle that substantially corresponds to a provision of the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923, shall be allocated as follows:

- (1) Seventy percent to the political subdivision in which the citation is issued.
- (2) Thirty percent for library purposes as provided by law.

A civil fine imposed upon a person for violation of a provision of a code or an ordinance regulating the operation of a commercial vehicle adopted by a city, township, or village pursuant to section 1 of 1956 PA 62, MCL 257.951, shall be allocated as follows:

- (1) Seventy percent to the political subdivision in which the citation is issued.
- (2) Thirty percent for library purposes as provided by law. See, MCL 600.8379 Fines and costs assessed in district court; payment; disposition; definitions. Sec. 8379(1)(e) and (f).

The parties agree that distribution of revenues shall be as provided for by state law and as authorized by the Revised Judicature Act, as amended, and as described in the District Court Fee and Assessments table, October 2014, as may be amended, attached as Appendix A.

Within 30 days following the end of the month in which fines or costs were paid to the clerk of the court, the 44<sup>th</sup> District Court shall turn over all payments due to each municipality in accordance with state law.

### **Other Revenue**

All fines and fees levied on a City of Berkley ticket or complaint that is designated as being for the maintenance of the 44<sup>th</sup> District Court building and facilities shall be allocated 100% to the City of Royal Oak. The City of Royal Oak shall receive 100% of all judicial standardization payments from the State of Michigan. Royal Oak shall also receive 100% of any 44<sup>th</sup> District Court ordered probation costs assessed or collected after June 1, 2015.

Should the 44<sup>th</sup> District Court collect any probation costs for services provided by the 45-A District Court, or by the 44<sup>th</sup> District Court Berkley Division prior to June 1 and paid for by the City of Berkley, such fees shall be returned to Berkley.

### **Cost Recovery – Berkley Public Safety**

Both cities shall be reimbursed for all authorized blood (alcohol/drug) draws, officer and other employee time and authorized costs of prosecution associated with a drunk/drugged driving ticket or complaint that is ordered to be reimbursed by the 44<sup>th</sup> District Court and is received by the 44<sup>th</sup> District Court. The cities shall provide to the 44<sup>th</sup> District Court a detailed invoice of services provided for each case in which cost recovery is requested. Said invoice shall contain sufficient detail to identify the defendant/case associated with the services provided, the individual cost of services and total cost of all services provided. Requests for cost recovery must be delivered to the 44<sup>th</sup> District Court a minimum of 14 days prior to sentencing. The presiding judge of the case retains the discretion to determine on a case by case basis if, and how much, may be assessed for cost recovery services.

### **Payments Attributable to Prior Activity**

Payments, except probation revenues, received by the 44<sup>th</sup> District Court attributable to a City of Berkley ticket or complaint filed prior to June 1, 2015 shall be paid to the City of Berkley if the payment is received by the 44<sup>th</sup> District Court prior to July 1, 2018. This does not include any state ordered assessments and/or minimum state costs that are paid to the state. Any such payment received by the 44<sup>th</sup> District Court subsequent to June 30, 2018 shall be distributed in accordance with state law in the same manner as any current payment. The parties may enter into a separate agreement regarding collection of such payments.

### **Collections – Garnishment Cases on Behalf of Berkley**

The 44<sup>th</sup> District Court utilizes garnishment against state tax refunds as part of its comprehensive court compliance program. The City of Berkley may elect to participate in this program for City of Berkley cases filed prior to June 1, 2015 where the City of Berkley would receive the revenues collected prior to June 30, 2018. If the City of Berkley chooses to participate in this program, it will be responsible for the direct costs associated with filing garnishment claims on the City of Berkley's behalf. The direct costs are currently \$5.00 per case to file each garnishment claim with the State of

Michigan, plus overnight shipping cost and postage necessary to serve notice upon defendants. The City of Berkley will be invoiced from the 44<sup>th</sup> District Court in June of each year for the estimated garnishment expense. The City of Berkley will submit payment made payable to the 44<sup>th</sup> District Court not later than July 15, 2015. The City of Berkley shall not be charged for any garnishment expenses for those cases filed after June 1, 2015.

### **Annual Audit**

The 44<sup>th</sup> District Court shall be audited annually in accordance with the Uniform Budgeting and Accounting Act (*MCL 141.421 et. al.*), and a copy of the independent annual audit shall be forwarded to the City of Royal Oak and a copy provided to the City of Berkley. If the 44<sup>th</sup> District Court audit is undertaken through or in conjunction with the City of Royal Oak's audit, the City of Royal Oak shall annually forward a copy of its independent audit to the City of Berkley upon acceptance of said audit by the City of Royal Oak. It is acceptable for the City of Royal Oak to combine the 44<sup>th</sup> District Court operation audit within its Comprehensive Annual Financial Report ("CAFR") as long as there shall be a separate audited schedule of revenues that presents the actual revenues received by the 44<sup>th</sup> District Court within the annual audit period. This information shall be highlighted within the Required Supplemental Information or Other Supplemental Information section of the Royal Oak Comprehensive Annual Financial Report (CAFR). This schedule of revenues shall itemize all of the 44<sup>th</sup> District Court revenues by source and by municipality for the fiscal year.

If either city, upon review of the audited financial statements, questions the accuracy of the court's distribution of revenue, that city shall provide written notice to the other and to the court within 90 days of the audit's acceptance by the Royal Oak City Commission. Royal Oak shall be responsible to investigate and report back to Berkley on the results of said investigation. Berkley's city manager, or his/her designee, may participate in this investigation. If it is determined an error was made, it shall be corrected with a payment from the city which was overpaid to the city that was underpaid. Said payment shall include interest calculated at the interest rate for money judgements under MCL 600.6013. Interest shall be calculated from the date the incorrect payment was made. Said payment shall be made within 30 days of the completion of the investigation.

### **Court Employees**

Employees of the 44<sup>th</sup> District Court are employees of the Chief Judge of the 44<sup>th</sup> District Court who shall exercise administrative control and authority for all employees of the 44<sup>th</sup> District Court. Said employees are not employees of the City of Berkley or the City of Royal Oak even though certain administrative functions related to court employees, such as payroll, will be performed by Royal Oak. The management functions related to the locally funded court employees and other operating costs of the 44<sup>th</sup> District Court shall be as provided under state law and as set forth in Michigan Supreme Court Administrative Order 1998-5 as modified.

### **Funding Unit or District Control Unit**

Pursuant to Public Act 374 of 1996 and Act No. 8 of the Public Acts of the Extra Session of 1967, the City of Royal Oak shall be the funding unit and control unit for the 44<sup>th</sup> District Court.

### **Royal Oak - Exclusive Ownership of Court Facilities**

The City of Royal Oak owns the 44<sup>th</sup> District Court facilities including land, equipment and building within the City of Royal Oak. The City of Berkley shall not be responsible for any rent, lease, infrastructure, lien, levy or any current or future long-term debt payment obligation on this building, associated infrastructure or a future building(s) and associated infrastructure or building expansions/demolitions in relation to the 44<sup>th</sup> District Court. The City of Berkley shall not have any right to obligate the City of Royal Oak or the 44<sup>th</sup> District Court in any manner in relationship to the 44<sup>th</sup> District Court operation. The City of Royal Oak shall not have any right to obligate the City of Berkley in any manner in relationship to the 44<sup>th</sup> District Court operation.

### **Location of Court Proceedings**

The 44<sup>th</sup> District Court shall hold court proceedings only in the City of Royal Oak. There shall be no district court or traffic bureau operations whatsoever within the legal boundary of the City of Berkley. The City of Berkley shall repeal any ordinance or resolution requiring any court proceedings in the City of Berkley.

### **Limited Transfer of Property**

As part of this agreement, the personal property set forth in the attached Appendix B shall be transferred directly to the 44<sup>th</sup> District Court in the City of Royal Oak. It is the City of Royal Oak's responsibility to arrange for the transfer and necessary installation of said equipment in the 44<sup>th</sup> District Court, or elsewhere, at its expense.

### **Article III Insurance**

The City of Royal Oak agrees to hold harmless the City of Berkley in all matters, claims and causes of action including, but not all encompassing, general liability, tort and contract claims, labor, workers compensation claims, unemployment compensation claims, state and federal statutory claims whether or not pertaining to discrimination, wage and hour or employment, and any other legal obligation arising under or incident to this agreement or in connection with the operation of the 44<sup>th</sup> District Court. The City of Royal Oak shall add to its general liability and workers compensation insurance policies the City of Berkley as an "additional insured" regarding the operation of the 44<sup>th</sup> District Court and this agreement. Documentation shall be forwarded annually to the City of Berkley, upon request, evidencing this insurance coverage.

### **Article IV Prisoner Housing**

Each municipality shall be responsible for its own prisoner housing. The City of Berkley shall maintain City of Berkley prisoners. The City of Royal Oak shall maintain City of Royal Oak prisoners. There shall be no charge for City of Berkley prisoners being held in the City of Royal Oak jail if the prisoner has been ordered to appear before the 44<sup>th</sup> District Court on that day. If the prisoner is held overnight by the City of Royal Oak, then the City of Royal Oak shall have the right to invoice the City of Berkley for direct, actual costs of that prisoner for the cost of such overnight detention.

#### **Article V Parking**

The City of Royal Oak shall make available to the City of Berkley up to eight (8) parking passes at no charge for the parking lot adjacent to the 44<sup>th</sup> District Court building for those attorney's, administrators, employees or code enforcement officers of the City of Berkley required to appear at the 44<sup>th</sup> District Court.

#### **Article VI Modifications to Agreement**

This agreement may be subject to modification by the written agreement of the parties on or after July 1, 2018.

#### **Article VII Dispute Resolution**

Any disputes which may arise between the municipalities during the term of this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association and any award shall be enforceable in a court having competent jurisdiction thereof in Oakland County, Michigan. Contested disputes between the municipalities shall be resolved through the arbitration process only. Members may select any arbitrator(s) upon which they can agree, or if no agreement can be reached, then the services of the American Arbitration Association shall be used.

The parties agree that representatives of the municipalities shall meet in an attempt to resolve any dispute(s) regarding this agreement not less than thirty (30) days prior to commencement of any arbitration proceedings. In the event of arbitration, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorney fees which may not exceed \$150 per hour, from the non-prevailing party.

#### **Article VIII Assignment**

No member municipality shall sell, encumber, assign or transfer this agreement or any interest herein, without the express written consent of the other members. The terms, conditions and provisions of this agreement shall extend and apply to and shall be binding upon the respective successors and assigns of said party. Upon any such permitted sale, assignment or transfer of a party's interest herein, the transferring party shall be relieved of any further obligation hereunder as to the interest sold, assigned or transferred.

**Article IX Construction and Severability; Exception**

This agreement shall be liberally construed. Should any word, sentence, phrase or any portion of this agreement be held in a manner invalid by any arbitration award or court of competent jurisdiction so for any reason whatsoever, such holdings shall be constructed and limited to such work, sentence, phrase or any portion hereof held to be so invalid, and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this agreement.

**Article X Term**

This agreement shall become effective on the date of its execution or June 1, 2015, whichever is earlier, and as provided below, and shall continue for a term of ten (10) years which shall automatically renew for successive terms of the same duration unless either party provides notice to the other party not less than 180 days prior to the end of the current term.

**Article XI Integration**

All obligations of the parties under this agreement are expressly stated, and no other obligations or covenants are to be implied.

**Article XII Waiver**

The waiver by any member municipality of any failure on the part of any other member to perform in accordance with any of the terms or conditions of this agreement shall not be construed as a waiver of any future or continuing failure

**Article XIII Cumulative Remedies**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**Article XIV Effective Date**

This agreement shall be effective and enforceable as of June 1, 2015. The parties have executed this agreement on the date noted immediately adjacent to their respective signatures.

City of Berkley

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Phil O'Dwyer, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jane Bais-DiSessa, City Manager

\_\_\_\_\_  
City Attorney- (as to form)

City of Royal Oak

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James Ellison, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Melanie Halas, City Clerk

\_\_\_\_\_  
City Attorney- (as to form)

# Attachment 1

## Appendix A District Court Fee and Assessments Table October 2014

CIVIL FEES					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable <sup>1</sup>	Distribution
General Civil Filing Fees	600.8371(2) 600.8371(3) 600.8371(4) 600.8371(5) 600.8371(8)	Required	\$25 for claim up to \$600	Yes <sup>2</sup>	\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$45 for claim over \$600 up to \$1,750		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$65 for claim over \$1,750 up to \$10,000		\$23 Funding Unit \$42 Civil Filing Fee Fund
			\$150 for claim over \$10,000		\$31 Funding Unit \$119 Civil Filing Fee Fund
			\$65 for claim other than for a money judgment		\$23 Funding Unit \$42 Civil Filing Fee Fund
Small Claims Filing Fees	600.8420(1)(a) 600.8420(1)(b) 600.8420(1)(c)	Required	\$25 for claim up to \$600	Yes <sup>2</sup>	\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$45 for claim over \$600 up to \$1,750		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$65 for claim over \$1,750		\$23 Funding Unit \$42 Civil Filing Fee Fund
Summary Proceedings Filing Fees	600.5756(1) 600.5756(2) 600.8371	Required	\$45 for claim for possession of premises	Yes <sup>2</sup>	\$17 Funding Unit \$28 Civil Filing Fee Fund
			Supplemental filing fee for money judgment:		
			\$25 for claim up to \$600		\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$45 for claim over \$600 up to \$1,750		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$65 for claim over \$1,750 up to \$10,000		\$23 Funding Unit \$42 Civil Filing Fee Fund
			\$150 for claim over \$10,000		\$31 Funding Unit \$119 Civil Filing Fee Fund
Motion Fee	600.8371(10)	Required	\$20	Yes <sup>2</sup>	\$10 Funding Unit \$10 State Court Fund
Jury Demand Fee	600.8371(9)	Required	\$50	Yes <sup>2</sup>	\$40 Funding Unit \$10 Juror Comp. Fund

<sup>1</sup> Waivable for civil fees means waived or suspended pursuant to statute or court rule. For criminal and traffic cases, waivable means dischargeable or jail or community service may be served in lieu of payment.

<sup>2</sup> Fees can be waived or suspended pursuant to MCL 600.8371(6) or MCR 2.002.

# Attachment 1

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Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable <sup>1</sup>	Distribution
Writ of Garnishment, Attachment, Execution, or Judgment Debtor Discovery Subpoena	600.5757 600.8420(2)	Required	\$15	Yes <sup>2</sup>	Funding Unit
Appeals from District Court	600.6536	Required	\$25	Yes <sup>2</sup>	Funding Unit

Appendix A  
District Court Fee and Assessments Table  
October 2014

**CRIMINAL/TRAFFIC ASSESSMENTS**

Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable <sup>1</sup>	Distribution
Civil Fines <sup>3</sup>	257.907(2) 257.907(3) 600.8727(2) 600.8827(2) Underlying statute of the offense	Either – as reflected in authorizing statute  Discretionary (D) or Required (R)	\$100 max (D) \$250 max for commercial motor vehicle violations (D) \$100 min, \$500 max for failing to stop for school bus (R) \$100 min, \$250 max for disregarding handicap sign (R) \$10 max for young child restraint violations or violation of MCL 257.676a(3) (D) \$50 max for no proof of insurance (D) \$100 for first offense, \$200 for second or subsequent offense for texting (MCL 257.602b(3)) (R) \$15 for violation of MCL 257.240 (R) \$50 for violation of MCL 257.252a(1) (R) \$250 min, \$500 max, in addition to any fine imposed under MCL 257.724 or 257.725, for violation of MCL 257.716(4)(d) (R) \$2,500 min, \$2,750 max for first violation, \$5,000 min, \$5,500 max for second or subsequent violation of MCL 257.319f(1) (R) \$10,000 max for violation of MCL 257.319g(1)(a) (D) \$2,750 min, \$25,000 max for violation of MCL 257.319g(1)(g) (R) Fine + Cost = \$25 for seatbelt violations (R) Fine doubled if violation occurs in work zone, school zone, school bus zone, or emergency scene (MCL 257.601b(1)) (R) Minimum fines for speeding on limited access freeway: (MCL 257.629c(1)) (R) \$10 for 1-5 mph over \$20 for 6-10 mph over \$30 for 11-15 mph over \$40 for 16-25 mph over \$50 for 26+ mph over At-fault accident: Increase by \$25, but max fine \$100 (R)	Yes  Traffic civil infraction fines may not be waived unless costs are waived MCL 257.907(4)	Statute Violation – County treasurer for libraries  Ordinance Violation – Non-commercial Vehicle – 1/3 political sub. whose ordinance was violated; 2/3 funding unit  Ordinance Violation – Commercial Vehicle – 30% county treasurer for libraries; 70% political sub. in which citation was issued

<sup>3</sup> Amount may not be increased after trial when predetermined by published schedule. *People v Courts*, 401 Mich 57 (1977) and *People v Bogedain*, 185 Mich App 349 (1990).

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October 2014

**CRIMINAL/TRAFFIC ASSESSMENTS**

<b>Assessment</b>	<b>Authority (MCL)</b>	<b>Required or Discretionary</b>	<b>Amount Requirements</b>	<b>Waivable<sup>1</sup></b>	<b>Distribution</b>
Penal Fines	Underlying statute of the offense 769.1k(1)(b)(i) OR As otherwise authorized under: 750.504 771.3(2)(b)	Either –as reflected in authorizing statute	As reflected in authorizing statute, including \$500 max for misdemeanor if not otherwise fixed by underlying statute of the offense ( <b>D</b> )	No if required, otherwise yes	Statute Violation – County treasurer for libraries  Ordinance Violation – 1/3 political sub. whose ordinance was violated; 2/3 funding unit
Court Costs	257.907(4) 445.377(1) 600.8375 600.8727(3) 600.8827(3) 750.159j(2) 769.1k(1)(b)(ii) 769.1k(1)(b)(iii) 771.3(2)(c)	Discretionary	As reflected in authorizing statute \$100 maximum for traffic civil infractions \$500 maximum for state and municipal civil infractions Cost + Fine = \$25 for seatbelt violations Costs under MCL 769.1k(1)(b)(iii) must be reasonably related to actual costs incurred without separately calculating those costs involved in a particular case. Actual costs include, but are not limited to, salaries and benefits for relevant court personnel, goods and services necessary for the operation of the court, and necessary expenses for the operation and maintenance of court buildings and facilities.	Yes	Statute Violation – Funding unit  Ordinance Violation – 1/3 political sub. whose ordinance was violated; 2/3 funding unit
Costs of Prosecution	Underlying statute of the offense 771.3(2)(c)	Either –as reflected in authorizing statute	Costs are limited to expenses specifically incurred in prosecuting the defendant <sup>4</sup>	No if required, otherwise yes	Presumably the unit of government that incurred the costs
Probation Costs	771.3(2)(c)	Discretionary	Costs are limited to expenses specifically incurred in supervising the probationer	Yes	Funding Unit
Justice System Assessment	257.907(13) 600.8727(4) 600.8827(4)	Required	\$40 – traffic civil infraction, except parking or when fines and costs are \$10 or less \$10 – municipal and state civil infractions	No	Justice System Fund

<sup>4</sup> “When authorized, the costs of prosecution imposed ‘must bear some reasonable relation to the expenses actually incurred in the prosecution.’” *People v Dilworth*, 291 Mich App 399, 401 (2011) (citation omitted). “Furthermore, those costs may *not* include ‘expenditures in connection with the maintenance and functioning of governmental agencies that must be borne by the public irrespective of specific violations of the law.’” *Id.* at 401 (citation omitted). The trial court record must “set[] forth [the] basis for [the] computation [of costs]. . . [and must] disclose an adequate basis therefor.” *People v Wein*, 382 Mich 588, 592 (1969).

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**District Court Fee and Assessments Table**  
**October 2014**

**CRIMINAL/TRAFFIC ASSESSMENTS**

<b>Assessment</b>	<b>Authority (MCL)</b>	<b>Required or Discretionary</b>	<b>Amount Requirements</b>	<b>Waivable<sup>1</sup></b>	<b>Distribution</b>
Minimum State Cost	600.8381(4) 769.1j(1) 769.1k(1)(a) 771.3(1)(g)	Required if two other assessments are ordered	Minimum amounts assessed per count, based upon conviction: \$50 – misdemeanor \$68 – felony	No <sup>5</sup>	Justice System Fund
Attorney Fees	MCR 6.005(C) 769.1k(1)(b)(iv)	Discretionary		Yes	Funding Unit
Reimbursement	750.543x 769.1f 769.1g 769.1k(1)(b)(vi)	Either – as reflected in authorizing statute	Reimbursement limited to expenses specifically authorized by MCL 769.1f and 769.1g	No	Unit(s) of government named in the order
Crime Victim's Rights Assessment	771.3(1)(f) 780.905	Required for felony or misdemeanor convictions	One assessment per case, based upon conviction: \$75 – misdemeanor \$130 – felony	No	90% Crime Victim's Rights Fund 10% Funding Unit
Restitution	769.1a(2) 769.3 771.3(1)(3) 780.826(2)	Required	Required to order each defendant to make full restitution. Since each defendant is required to pay full restitution but should not pay more than the full amount of restitution, the defendants are jointly and severally liable for the entire restitution amount.	No	Victim or Crime Victim's Rights Fund if victim cannot be located or refuses to claim restitution <sup>6</sup>
Driver License Clearance Fee	257.321a(5)(b) 257.321a(8)(b) 257.321a(9)(b)	Required	\$45	No <sup>7</sup>	\$15 Secretary of State \$15 Juror Comp. Fund \$15 Funding unit
20% Late Penalty	600.4803	Required	20% of amount owed, excluding restitution; assessed 56 days after due date	Yes	Funding Unit
Costs to Compel Appearance	257.729 600.8735 600.8835 769.1k(2)	Discretionary		Yes	Funding Unit

<sup>5</sup> A probationer not in willful default of payment may petition the court for remission of any unpaid portion of minimum state cost, pursuant to MCL 771.3(6)(b).

<sup>6</sup> Restitution disbursements to victims should be made at least once a month. If a person entitled to receive restitution that the court has collected cannot be located, refuses to claim it from the court within two years of being eligible to do so, or refuses to accept the restitution, the court must remit the unclaimed amount to the Crime Victim's Rights Fund on its monthly transmittal to the state.

<sup>7</sup> Except for court error or if person found not responsible for all parking violations causing suspension.

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CRIMINAL/TRAFFIC ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable <sup>1</sup>	Distribution
Judgment Fee	324.1609	Required	\$10	No	State Game and Fish Protection Account
Forfeitures for Value of Game	324.40119	Required	\$1,500 per animal – bear, elk, hawk, moose, or any endangered animal \$1,000 per animal – deer, owl, and wild turkey \$100 min, \$500 max per animal – other game not listed above \$100 per animal – other protected animals \$1,000 per antlered white-tailed deer plus either: \$500 per point if at least 8 but not more than 10 points OR \$750 per point if 11 or more points	Yes <sup>8</sup>	State Game and Fish Protection Account
Forfeitures for Value of Game Fish	324.48740	Required	\$10 per pound – each game fish other than sturgeon weighing 1 pound or more \$10 per fish – each game fish other than sturgeon weighing less than 1 pound \$1,500 per fish – sturgeon \$5 per pound – each nongame fish	No	State Game and Fish Protection Account
No Proof of Insurance Fee	257.328(3)(c)	Discretionary	\$25 maximum	Yes	Funding Unit

<sup>8</sup> Forfeitures may be revoked, in whole or in part, pursuant to MCL 324.40119(7).

# Attachment 1

## Appendix A District Court Fee and Assessments Table October 2014

GENERAL FEES AND ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable <sup>1</sup>	Distribution
Interpretation Costs	MCR 1.111(F)(5)	Discretionary	Party must be financially able to pay pursuant to MCR 1.111(A)(3)	Yes	Funding Unit
Marriage Fee	600.8316(1)	Required	\$10	Yes <sup>9</sup>	Funding unit of court in which judge or magistrate performing marriage serves
NSF Check Costs	MCR 8.106(E)	Discretionary	Reasonable expenses incurred	Yes	Funding Unit

**NOTE:** Courts can only assess what is authorized by statute or court rule. There is no authority for a court to impose any costs on a criminal defendant if he or she is not convicted of a crime unless otherwise provided by statute.

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<sup>9</sup> Fee can be waived pursuant to MCL 600.8316(2).

## **Appendix B**

### **Court Property Items Transferred**

1. 2 Sig Saur Pistols and Ammunition (to be signed over to 44<sup>th</sup> District Court).
2. 2 Canon MP11 DX Adding Machines.
3. 5 Dell Computers with related cables, input devices (computer mouse), and computer monitors.
4. 1 HP LaserJet 1536dnf printer.
5. 2 Lexmark 2500 dot matrix form printers.
6. 2 HP LaserJet P3015 printers.
7. 1 Okidata Micro line 390 24-pin printer.
8. 1 Computer (located in Berkley Court Chamber) with FTR recording software loaded, and related monitor, input device (computer mouse), speakers, and cables.
9. 1 Dell Vostro Laptop computer.
10. 1 Apple iPad.
11. 1 Rapid Print Date Stamper.
12. 1 File Cabinet – 3 Drawer (i.e. “Tax Garnishment” file).
13. 3 Large Wooden Book Shelves (5-6 Tiers).